

March 11, 2003

Honorable Board of Commissioners
Housing Authority of the
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Commissioners:

**AWARD LANDSCAPE MAINTENANCE SERVICES CONTRACT FOR
UJIMA VILLAGE HOUSING DEVELOPMENT (2)
(3 Vote)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that landscape maintenance services performed at the Ujima Village housing development, located at 941 East 126th Street in unincorporated Los Angeles County, are excluded from provisions of the National Environmental Policy Act (NEPA) and the California Environmental Quality Act (CEQA) because these services do not have the potential for causing a significant effect on the environment.
2. Approve a three-year Contract for Landscape Maintenance Services between the Housing Authority and Wurzel Landscape to provide landscape maintenance at the Ujima Village housing development.
3. Authorize the Executive Director to execute the Contract, and to use for this purpose \$251,280 in Section 8 Program funds, effective on April 1, 2003.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

The purpose of this action is to approve a Contract for landscape maintenance at the Ujima Village housing development to ensure a safe and clean environment for residents.

FISCAL IMPACT/ FINANCING:

There is no impact on the County general fund. The three-year contract, in the amount of \$251,280, will be funded by Section 8 Program funds included in the Housing Authority's budget. The annual contract cost is \$83,760.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

Ujima Village was constructed in 1971 with Project Based Section 8 funds allocated by the U.S. Department of Housing and Urban Development (HUD), and was purchased by the Housing Authority in 1995. The development consists of 15 acres with 300 housing units for families and seniors. It has a large recreation center, which operates year-round programs for children residing at Ujima Village and nearby Housing Authority scattered sites.

Under the proposed Contract, Wurzel Landscape will perform an estimated 695 hours of landscape maintenance services each month, utilizing an average crew of three to five people, depending on specific work needs approved by the Housing Authority. Regular services will include trash pick-up, mowing, weeding, bush and tree trimming. In addition, routine irrigation/sprinkler maintenance and repair will be performed, and the parking lot will be power washed twice each year.

The proposed services are being federally funded, and are not subject to the requirements of the Greater Avenues for Independence (GAIN) Program implemented by the County of Los Angeles. Instead, the contractor must comply with Section 3 of the Housing and Community Development Act of 1968, as amended, which requires that employment and other economic opportunities generated by certain HUD assistance be directed to low- and very low-income persons, particularly to persons who are recipients of HUD housing assistance.

On February 26, 2003, the Housing Commission recommended approval of the Contract award. The attached Contract has been approved as to form by County Counsel and executed by Wurzel Landscape.

ENVIRONMENTAL DOCUMENTATION:

This project is excluded from the provisions of NEPA pursuant to 24 Code of Federal Regulations Part 58, Section 58.35 (b)(3), because it involves activities that will not alter existing environmental conditions. It is also exempt from the provisions of CEQA pursuant to State CEQA Guideline 15301(h) because it involves maintenance of existing landscape and, therefore, does not have the potential for causing a significant effect on the environment.

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CONTRACTING PROCESS:

During the week of November 11, 2002, announcements of the Requests for Bids (RFB) were mailed to 115 firms identified from the Housing Authority's list of landscape maintenance contractors, and advertisements appeared in nine newspapers. An announcement was also posted on the County Web Site. Eleven bid packages were requested and distributed. Eight firms participated in the pre-bid conference and site walk held on December 3, 2002.

On December 18, 2002, six bids were received and publicly opened. The low bid of \$251,280 submitted by Wurzel Landscape met all of the criteria set forth in the RFB, and is being recommended for the contract award. Wurzel Landscape is the current service provider and has done an excellent job over the past three years. The Summary of Outreach Activities is provided with this letter as Attachment A.

IMPACT ON CURRENT SERVICES AND PROJECTS:

This Contract will continue necessary services to properly maintain the landscaping at Ujima Village.

Respectfully submitted,

CARLOS JACKSON
Executive Director

CJ:dls

Attachments: 2

ATTACHMENT A

Summary of Outreach Activities

LANDSCAPE MAINTENANCE SERVICES

During the week of November 11, 2002, the following outreach was initiated to identify licensed contractors to provide landscape maintenance services at the Ujima Village housing development located in unincorporated Los Angeles County.

A. Newspaper Advertising

Announcements appeared in nine local newspapers, four of which are minority publications.

La Opinion	Los Angeles Times
L.A. Sentinel	The Wave Publications Group
International Daily News	Long Beach Press Telegram
Eastern Group Publishing	Acton /Agua Dulce News
	Daily News Los Angeles

An announcement was also posted on the County Web Site.

B. Distribution of Bid Packets

The Housing Authority's list of landscape maintenance contractors was used to mail out the Request for Bids to 115 firms. Forty-one firms identified themselves as firms owned by minorities or women (private firms that are 51 percent owned by minorities or women, or publicly owned businesses, in which 51 percent of the stock is held by minorities or women). Eleven bid packages were requested and distributed. Eight firms participated in the pre-bid conference and site walk on December 3, 2002.

C. Bid Results

On December 18, 2002, six bids were publicly opened. The results were as follows:

<u>Contractor</u>	<u>Annual Bid Amount</u>	<u>Total Contract Amount</u>
Wurzel Landscape	\$ 83,760.00	\$251,280.00
Systems Management, Inc.*	\$101,808.36	\$305,425.08
Mike's CBE Landscaping Company*	\$101,880.00	\$305,640.00
Bennett Landscape	\$115,200.00	\$345,600.00
Plant-Terra Landscape Inc.*	\$122,470.00	\$367,410.00
Mariposa Horticultural Enterprises, Inc.*	\$134,658.00	\$403,974.00

*Firms which are owned by minorities or women.

E. Minority/Women Participation – Selected Firm

<u>Name</u>	<u>Ownership</u>	<u>Employees</u>
Wurzel Landscape	Non-minority	Total: 65 62 Minorities 2 Women 95% Minorities 3% Women

F. Minority/Women Participation – Firms Not Selected

<u>Name</u>	<u>Ownership</u>	<u>Employees</u>
Systems Management, Inc.	Female	Total: 45 40 Minorities 2 Women 89% Minorities 4% Women
Mike's CBE Landscaping Company	Minority	Total: 11 10 Minorities 1 Woman 91% Minorities 9% Women
Bennett Landscape	Non-minority	Declined to provide information
Plant-Terra Landscape Inc.	Minority	Declined to provide information
Mariposa Horticultural Enterprises, Inc.	Minority	Declined to provide information

The Housing Authority conducts ongoing outreach to include minorities and women in the contract award process, including: providing information at local and national conferences; conducting seminars for minorities and women regarding programs and services; advertising in newspapers to invite placement on the vendor list; and mailing information to associations representing minorities and women. The above information has been voluntarily provided to the Housing Authority.

The recommended award of contract is being made in accordance with the Housing Authority's policies and federal regulations, and without regard to race, creed, color, or gender.

**HOUSING AUTHORITY OF THE
COUNTY OF LOS ANGELES**

**CONTRACT
for
LANDSCAPE MAINTENANCE SERVICES**

THIS CONTRACT is made and entered into this first day of April, 2003, by and between the Housing Authority of the County of Los Angeles, hereinafter referred to as "Authority" or "Housing Authority," and Wurzel Landscape, hereinafter referred to as "Contractor".

RECITAL

1. Purpose

Contractor is in the business of providing professional Landscape Maintenance Services. On December 18, 2002, in response to the Authority's Request for Bids, Contractor submitted a bid to furnish the hereinafter-described services at Ujima Village housing development, located at 941 East 126th Street, Los Angeles, CA 90059, hereinafter referred to as the "site".

TERM AND CONDITIONS

2. Term

This Contract shall commence as of the day and year first above written and shall remain in full force and effect until through March 31, 2006 unless sooner terminated as provided herein.

A performance review will be conducted no later than 90 days prior to the end of each contract year to evaluate the performance of the Contractor. Based on the results of the performance review, written notification will be given to the Contractor whether the Contract will be terminated at the end of the current contract year or will be continued into the next contract year.

3. Contractor Responsibilities

Contractor agrees to perform in a professional manner, to the satisfaction of the Authority's Director of Housing Management, all the work described in the Contractor's Bid, and Request for Bids, which includes the Specifications for Landscape Maintenance Services at the Ujima Village housing development. All materials and equipment furnished for the performance of said work and the manner of performing the work shall comply in all particulars with the Specifications. The Request for Bids, the Specifications, and the Contractor's Bid, including

submittal Exhibits and insurance certifications, are incorporated herein by reference as though fully set forth herein. Contractor hereby accepts such responsibility as described herein, and agrees to obtain and present all relevant state and local insurance, training and licensing pursuant to services required by this Contract.

4. Quality Assurance Plan

The ongoing assessment and monitoring of this Contract is the responsibility of the Authority's Director of Housing Management, or her designee. The Authority will continually evaluate the Contractor's performance under this Contract. Such evaluation will include assessing the Contractor's compliance with all the Contract terms and performance standards. Contractor deficiencies, which the Authority determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected, will be reported to the Board of Commissioners. The report will include improvement/corrective action measures taken by the Authority and Contractor. If improvement does not occur consistent with the corrective measure, the Authority may terminate this Contract, pursuant to Paragraphs 15 or 16, or seek other remedies as specified in this Contract.

5. Compensation

The Contractor will submit to the Authority monthly invoices, in a form approved by the Authority. Invoices will be submitted on or before the 5th day of each month for all work performed during the preceding month. The Authority will pay to the Contractor, upon receipt of the invoice, a monthly payment not to exceed six thousand nine hundred eighty dollars (\$6,980.00) within thirty (30) days of receipt of the invoice. Compensation for work hereunder for any period less than a month shall be prorated on a daily basis by dividing the total monthly compensation by the number of days in the month to arrive at the daily rate. The yearly amount of compensation under this Contract will not exceed eighty-three thousand seven hundred sixty dollars (\$83,760.00) and the total amount of compensation under this Contract will not exceed two hundred fifty-one thousand two hundred eighty dollars (\$251,280.00).

Contractor shall have no claim against the Authority for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment, it shall immediately notify the Authority and shall immediately repay all such funds to the Authority. Payment by the Authority for services rendered after expiration/termination of this Contract shall not constitute a waiver of the Authority's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract.

6. Conditions for Prompt Payment

The following conditions must be met to fulfill the Contract and ensure prompt payment:

- Contractor will furnish a monthly service schedule projecting an average 695 work hours per month, performed by an average crew of three to five people, which must be approved by the Authority.
- Contractor will submit by the 5th day of each month an Authority-approved invoice for services rendered for the previous month's scheduled work to:

Blanca Soto, Maintenance Scheduler
Housing Authority of the County of Los Angeles
Ujima Village Housing Development
941 East 126th Street
Los Angeles, CA 90059

7. Reports

The Contractor will submit during the annual performance review period a "Section 3 Economic Compliance Report" which will detail Contractor's Section 3 procedures and accomplishments. The report forms and a copy of Contractor's original Economic Opportunity Plan, submitted with the Bid, will be mailed to the Contractor at the beginning of the review period and must be completed prior to the issuance of the "Notice to Continue" this Contract into the next contract year. This report identifies activity conducted for the previous annual period pursuant to this Contract. Final invoices will not be paid until the report is received.

8. Acceptance of Existing Conditions

Contractor affirms that an inspection of the site which is the subject of this Contract has been performed, and warrants the acceptance of the site in its condition as of the date of the execution of this Contract.

Nothing contained herein shall relieve the Contractor from making any and all investigations through non-destructive observation of the site, which are reasonable and necessary to appraise him/herself of the condition of the site. Contractor hereby accepts the site in an "as is" condition and herein warrants that all such investigations have been performed by him/her, and hereby expressly waives any and all rights under this Contract, or in law, to additional compensation and/or time adjustments for alleged unknown conditions that could be reasonably discovered or inferred based upon standard industry practices and techniques.

9. Source and Appropriation of Funds

The Authority's obligation is payable only and solely from funds appropriated through the U. S. Department of Housing and Urban Development (HUD) and, for

the purpose of this Contract, all funds are appropriated every fiscal year beginning July 1.

In the event this Contract extends into succeeding fiscal years and funds have not been appropriated, this Contract will automatically terminate as of June 30 of the current fiscal year. The Authority will endeavor to notify the Contractor in writing within ten (10) days of receipt of a non-appropriation notice.

10. Bid Submitted the Sole Basis for Compensation

Other than the Bid submitted by the Contractor, no estimate of cost furnished by either of the parties shall be used to determine the compensation for any work to be performed pursuant to this Contract.

11. No Other Compensation Allowed

Contractor shall not, nor shall it permit any agent, employee or subcontractor employed by it to request, demand or accept, either directly or indirectly, any other compensation or gratuity from any person, firm or corporation for services required to be performed hereunder.

12. Gratuities

The Authority may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this Contract upon one (1) calendar day's notice if it is found that gratuities in the form of entertainment, gifts, or otherwise were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the Authority, with a view toward securing a contract or securing favorable treatment with respect to the performing of such contract, provided that the existence of the facts upon which the Executive Director makes such findings may be reviewed in any court of competent jurisdiction. In the event of such termination, the Authority shall be entitled to pursue the same remedies against the Contractor as they could pursue in the event of default by the Contractor.

13. Insurance

Contractor shall procure and maintain at Contractor's expense for the duration of this Contract the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work by the Contractor, its agents, representatives, employees or subcontractors:

- a. COMPREHENSIVE GENERAL LIABILITY insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$2,000,000
Products/Completed Operations Aggregate:	\$1,000,000
Personal and Advertising Injury:	\$1,000,000
Each Occurrence:	\$1,000,000

- b. AUTOMOBILE LIABILITY insurance (written on ISO policy form CG 00 01 or its equivalent) with a limit of liability of not less than \$1,000,000 for each incident. Such insurance shall include coverage for all “owned”, “hired” and “non-owned” vehicles, or coverage for “any auto”.
- c. WORKERS' COMPENSATION and EMPLOYER'S LIABILITY insurance providing workers compensation benefits, as required by the Labor Code of the State of California.

In all cases, the above insurance also shall include Employer's Liability coverage with limits of not less than the following:

Each Accident:	\$1,000,000
Disease-policy limit:	\$1,000,000
Disease-each employee:	\$1,000,000

Each insurance policy shall name as additional insured the Authority, the Community Development Commission of the County of Los Angeles (“Commission”), the County of Los Angeles (“County”), and their duly elected or appointed officials, employees, representatives and agents.

Any modification or waiver of the insurance requirements herein shall only be made with the written approval of the Executive Director or designee.

Any self-insurance program and self-insured retention must be separately approved by the Authority.

Each insurance policy shall be endorsed to state that coverage shall not be canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the Authority.

Acceptable insurance coverage shall be placed with carriers admitted to write insurance in California or carriers with a rating of or equivalent to A:VIII by A.M. Best & Company. Any deviation from this rule shall require specific approval in writing by the Authority.

All coverages for subcontractors shall be subject to the requirements stated herein and shall be maintained at no expense to the Authority.

Contractor shall furnish the Authority with certificates of insurance and with original endorsements affecting coverage as required above. The certificates and

endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Any modification or waiver of the insurance requirements herein shall only be made with the written approval of the Executive Director or designee.

14. Failure to Maintain Insurance

Failure on the part of the Contractor to procure or maintain insurance required by this Contract shall constitute a material breach of contract upon which the Authority may immediately terminate this Contract.

15. Termination for Convenience

The Authority reserves the right to cancel this Contract for any reason at all upon 30-days' prior written notice to Contractor. In the event of such termination, Contractor shall be entitled to a prorated portion paid for all satisfactory work unless such termination is made for cause, in which event compensation, if any, shall be adjusted in such termination.

16. Termination for Cause

This Contract may be terminated by the Authority upon 30-days' prior written notice to the Contractor for cause (failure to perform satisfactorily any of the Contract terms, conditions, and work items) with no liabilities incurred by the Authority upon termination or upon the occurrence of any of the following events:

- a. Continuing failure of the Contractor to perform any work required to be performed hereunder in a timely and professional manner, or Contractor is not properly carrying out the provisions of this Contract in their true intent and meaning, then in such case, notice thereof in writing will be served upon the Contractor; and should the Contractor neglect or refuse to provide a means for a satisfactory compliance with this Contract and with the direction of the Authority within the time specified in such notices, the Authority shall have the power to suspend or terminate the operations of the Contractor in whole or in part.
- b. All complaints shall be resolved as soon as possible after notification, but in all cases within 24 hours, to the satisfaction of the Director of Housing Management. If any complaint is not resolved within 24 hours, the Director of Housing Management may, after reasonable attempt to notify the Contractor, cause any corrective action to be taken by the Authority in its discretion and shall charge the cost thereof against the Contractor, or may deduct any such cost from any amount due to the Contractor from the Authority.

- c. Noncompliance with Deficiency Notices: Should the Contractor fail within five days to perform in a satisfactory manner, in accordance with the provisions of the Contract, or if the work to be done under this Contract is abandoned for more than three days by the Contractor, then notice of deficiency thereof in writing will be served upon him/her by the Director of Housing Management. Should the Contractor fail to comply with the terms of this Contract within five days, upon receipt of said written notice of deficiency, the Director of Housing Management shall have the power to suspend or terminate the operations of the Contractor in whole or in part.
- d. Termination for Improper Consideration: The Authority may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any Authority officer, employee or agent with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment or extension of the Contract or the making of any determinations with respect to the Contractor's performance pursuant to the Contract. In the event of such termination, the Authority shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

The Contractor shall immediately report any attempt by an Authority officer or employee to solicit such improper consideration. The report shall be made either to the Authority's Executive Director or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

- e. In the event that a petition of bankruptcy shall be filed by or against the Contractor this Contract may be terminated.

If, through any cause, the Contractor shall fail to fulfill, in a timely and proper manner, the obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the Authority shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. The Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed.

17. Independent Contractor

This Contract does not, is not intended, nor shall it be construed to create the relationship of agent, employee or joint venture between the Authority and the Contractor.

18. Employees of Contractor and the Subcontractors

Workers' Compensation: Contractor understands and agrees that all persons furnishing services to the Authority pursuant to this Contract are, for the purposes of Workers' Compensation liability, employees solely of the Contractor. Contractor shall bear sole responsibility and liability for providing Workers' Compensation benefits to any person for injuries arising from an accident connected with services provided to the Authority under this Contract. Contractor shall ensure that each and every subcontractor of Contractor has a similar Worker's Compensation policy as that described herein above. In the alternative, Contractor shall bear sole responsibility and liability for providing Workers' Compensation benefits to any person for injuries arising from an accident connected with services provided to the Authority under this Contract.

Professional Conduct: The Authority does not and will not condone any acts, gestures, comments or conduct from the Contractor's employees, agents or subcontractors which may be construed as sexual harassment or any other type of activities or behavior that might be construed as harassment. The Authority will properly investigate all charges of harassment by residents, employees or agents of the Authority against any and all Contractor's employees, agents or subcontractors providing services for the Authority. The Contractor assumes all liability for the actions of the Contractor's employees, agents or subcontractors and is responsible for taking appropriate action after reports of harassment are received by the Contractor.

19. Safety Standards and Accident Prevention

The Contractor shall comply with all applicable federal, state and local laws governing safety, health and sanitation. The Contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions, as its own responsibility, reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of this Contract.

20. Drug-Free Workplace Act of the State of California

Contractor certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990.

21. Indemnification

Contractor shall indemnify, defend and hold harmless the Authority, the Commission, the County, and their elected or appointed officers, employees, representatives, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Contract.

22. Successor and Assignment

This Contract may not be assigned by the Contractor except with prior written consent of the Executive Director of the Authority, or his designee. However, the Authority reserves the right to assign this Contract to another public agency without the consent of the Contractor.

23. Subcontracting

The Contractor may subcontract only those specific portions of work allowed in the Specifications covered by this Contract with prior written approval by the Authority.

The Contractor will be fully responsible to the Authority for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them to perform work under this contract.

The Contractor shall insert appropriate clauses as determined by the Authority in all subcontracts to bind subcontractors to the Terms and Conditions of this Contract insofar as they are applicable to the work of the subcontractor.

24. Compliance with Laws

The Contractor agrees to be bound by applicable federal, state and local laws, regulations, and directives as they pertain to the performance of this Contract. This Contract is subject to and incorporates the terms of the Housing and Community Development Act of 1974, as amended by the Cranston-Gonzalez National Affordable Housing Act, 1990, the 24 Code of Federal Regulations (CFR) Part 85; and the Copeland "Anti-Kickback" Act Requirements, 29 CFR Part 3.

The Contractor must acquire and present all relevant state and local insurance, training and licensing pursuant to services required within this Contract prior to commencing the work.

Contractor shall comply with the following laws and ordinances in Paragraphs 25 through 39 below:

25. Notice to Employees Regarding the Federal Earned Income Credit

Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

26. Civil Rights Act of 1964, Title VI (Non-discrimination in Federally Assisted Programs)

Contractor shall comply with the Civil Rights Act of 1964, Title VI, which provides that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

27. Section 109 of the Housing and Community Development Act of 1974

Contractor shall comply with Section 109 of the Housing and Community Development Act of 1974 which states that no person in the United States shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

28. Executive Order 11246 and 11375, Equal Opportunity in Employment (Non-discrimination in Employment by Government Contractors and Subcontractors)

Contractor shall comply with Executive Order 11246 and 11375, Equal Opportunity in Employment, which requires that during the performance of this Contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The Contractor will send to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

The Contractor will furnish all information and reports required by the Executive Order and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Authority and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

In the event of Contractor's noncompliance with the non-discrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in the Executive Orders and such other sanctions may be imposed and remedies invoked as provided in the Executive Order or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

The Contractor will include the provisions of these paragraphs in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order No. 11246 of September 24, 1965, that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such actions with respect to any subcontract or purchase order as the Authority may direct as a means of enforcing such provisions including sanctions for noncompliance, provided however, that in the event the Contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the Authority, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

29. Section 3 of the Housing and Community Development Act of 1968, As Amended, 12 U.S.C. 1701u Et Seq.

Contractor shall comply with Section 3 of the Housing and Community Development Act of 1968, As Amended, 12 U.S.C. 1701u Et Seq., which requires that to the greatest extent feasible opportunities for training and employment be given to lower

income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.

The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Community Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

The parties to this Contract agree to comply with HUD's regulations in 24 CFR, part 135, which implement Section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applications for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the persons(s) taking applications for each of the positions; and the anticipated date the work shall begin.

The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the Contract is executed and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 135.

Non-compliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.

With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

Ninety days prior to completion of each annual term the contractor/subcontractor shall prepare a Section 3 Compliance Report and submit it to the Housing Authority. This is a prerequisite to having the contract extended into an additional one-year term.

Compliance Requirements are found in the Addendum "U.S. Department of Housing and Urban Development Section 3 Compliance Program Documents" attached to the Request for Bids.

30. Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973

No person in the United States shall be excluded from participating in, denied the benefits of, or subject to discrimination under this agreement on the basis of age or with respect to an otherwise qualified disabled individual.

31. County Lobbyist Ordinance

Contractor and each County lobbyist or County lobbyist firm, as defined in Los Angeles County Code Chapter 2.160 (County Ordinance 93-0031), retained by the Contractor, shall fully comply with the requirements as set forth in said County Code. The Contractor must also certify in writing that they are familiar with the Los Angeles County Code Chapter 2.160 and that all persons acting on behalf of the Contractor will comply with the County Code.

Failure on the part of the Contractor and/or Lobbyist to fully comply with the County Lobbyist requirements shall constitute a material breach of the Contract upon which the Authority may immediately terminate this Contract and the Contractor shall be liable for civil action.

32. Federal Lobbyist Requirements

The Contractor is prohibited by the Department of Interior and Related Agencies Appropriations Act, known as the Byrd Amendments, and HUD's 24 CFR 87, from using federally appropriated funds for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer

or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment or modification of said documents.

The Contractor must certify in writing that they are familiar with the Federal Lobbyist Requirements and that all persons and/or subcontractors acting on behalf of the Contractor will comply with the Federal Lobbyist Requirements.

Failure on the part of the Contractor or persons/subcontractors acting on behalf of the Contractor or to fully comply with the Federal Lobbyist Requirements shall be subject to civil penalties.

33. Contractor's Warranty of Adherence to County's Child Support Compliance Program

The Contractor acknowledges that the County of Los Angeles, hereinafter referred to as "County", has established a goal of ensuring that all individuals who benefit financially from the County or the Authority through contract which are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

34. Termination For Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 33 "Contractor's Warranty of Adherence to County's Child Support Compliance Program" shall constitute a default by the Contractor under this Contract. Without limiting the rights and remedies available to the County or the Authority under any other provision of this Contract, failure to cure such default within ninety (90) days of notice by the Los Angeles County Child Support Services Department (CSSD) shall be grounds upon which the Board of Commissioners may terminate this Contract pursuant to Paragraph 16, "Termination for Cause".

35. Post Most Wanted Delinquent Parents List

The Contractor acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Contractor understands that it is the County's and the Authority's policy to encourage Contractor to voluntarily post a list entitled "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the Contractor's place of business. The CSSD will supply the Contractor with the poster to be used.

36. Use of Recycled-Content Paper Products

Consistent with the Los Angeles County Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this project.

37. Energy Efficiency

The Contractor shall comply with all standards and policies relating to energy efficiency which are contained in the State conservation plan issued in compliance with Energy Policy and Conservation Act (Pub. L. 94-163) for the State in which the work under this Contract is performed.

38. Contractor Responsibility and Debarment

- a. A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the policy of the County, the Commission and the Authority to conduct business only with responsible contractors.
- b. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County, which, as defined under Section 2.202.020, includes the Commission and the Authority, acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the contract, debar the Contractor from bidding on County, Commission or Authority contracts for a specified period of time not to exceed three (3) years, and terminate any or all existing contracts the Contractor may have with the County, the Commission or the Authority.
- c. The Authority may debar a contractor if the Board of Commissioners finds, in its discretion, that the contractor has done any of the following: (1) violated any term of a contract with the County, the Commission or the Authority, (2) committed any act or omission which negatively reflects on the contractor's quality, fitness or capacity to perform a contract with the County, the

Commission or the Authority or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County, the Commission or the Authority or any other public entity.

- d. If there is evidence that the Contractor may be subject to debarment, the Authority will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- e. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.
- f. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Commissioners. The Board of Commissioners shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- g. These terms shall also apply to subcontractors of County, Commission or Authority contractors.

39. Jury Service Program

This Contract is subject to the provisions of the County's or Authority's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

- a. Unless Contractor has demonstrated to the County's or Authority's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such

jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

- b. For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or Authority or a subcontract with a County or Authority contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County or Authority contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County or Authority under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
- c. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County or Authority if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County or Authority may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's or Authority's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.
- d. Contractor's violation of this Section of the Contract may constitute a material breach of the Contract. In the event of such material breach, County or Authority may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County or Authority contracts for a period of time consistent with the seriousness of the breach.

40. Access and Retention of Records

Contractor shall provide access to the Authority, the Federal Grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the Contractor

which are directly pertinent to the specific contract for the purpose of making audits, examinations, excerpts and transcriptions. The Contractor is required to retain the aforementioned records for a period of five years after the Authority pays final payment and other pending matters are closed under this Contract.

41. Conflict of Interest

The Contractor represents, warrants and agrees that to the best of its knowledge, it does not presently have, nor will it acquire during the term of this Contract, any interest direct or indirect, by contract, employment or otherwise, or as a partner, joint venturer or shareholder (other than as a shareholder holding a one percent (1%) or less interest in publicly traded companies) or affiliate with any business or business entity that has entered into any contract, subcontract or arrangement with the Authority. Upon execution of this Contract and during its term, as appropriate, the Contractor shall disclose in writing to the Authority any other contract or employment during the term of this Contract by any other persons, business or corporation in which employment will or may likely develop a conflict of interest between the Authority's interest and the interests of the third parties.

42. Confidentiality

The Contractor shall maintain strict confidentiality in accordance with all applicable State and Federal laws and the Authority's regulations and rules. The Contractor agrees to keep files and documents related to this Contract in strict confidence and agrees not to publish, reproduce or otherwise divulge such information in whole or in part, in any manner or form, or to authorize or permit unauthorized access to the subject information.

43. Copyright

No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Contractor. All documents become the property of the Authority and the Authority holds all rights to said data.

44. Severability

In the event that any provision herein contained is held to be invalid, void, or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Contract and shall in no way affect, impair or invalidate any other provision contained herein. If any such provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

45. Interpretation

No provision of this Contract is to be interpreted for or against either party because that party or that party's legal representative drafted such provision, but this Contract is to be construed as if it were drafted by both parties hereto.

46. Waiver

No breach of any provision hereof can be waived unless in writing. Waiver of any one breach of any provision shall not be deemed to be a waiver of any breach of the same or any other provision hereof.

47. Notices

All notices or demands required or permitted to be given or made under this Contract unless otherwise specified, shall be in writing and shall be addressed to the parties at the previously noted addresses and delivered: (i) by hand with signed receipt, (ii) by first-class registered or certified mail, postage prepaid, or (iii) by facsimile or electronic mail transmission followed within twenty-four (24) hours by a confirmation copy mailed by first-class registered or certified mail, postage prepaid. Notices shall be deemed given at the time of signed receipt in the case of hand delivery, three (3) days after deposit in the United States mail as set forth above, or on the date of facsimile or electronic mail transmission if followed by timely confirmation mailing.

The Authority: Housing Authority of the County of Los Angeles
 2 Coral Circle
 Monterey Park, California 91755
 Attn: Maria Badrakhan, Director
 Housing Management Division

The Contractor: Wurzel Landscape
 3214 Oakdell Road
 Studio City, CA 9604-4221
 Attn: Marc Wurzel
 President

48. Non-Exclusivity of Contract

It is expressly understood and agreed by the Contractor that this Contract is non-exclusive and that the Authority may enter into similar contracts with other parties for services of an identical nature provided herein.

49. Amendments

No amendment to this Contract shall be effective unless made in writing and signed by both parties.

50. Entire Contract

This Contract with attachments constitutes the entire understanding and agreement of the parties.

SIGNATURES

IN WITNESS WHEREOF, the Contractor and the Authority have executed this Contract through their duly authorized officers.

HOUSING AUTHORITY OF THE
COUNTY OF LOS ANGELES

WURZEL LANDSCAPE

By _____
Carlos Jackson
Executive Director

By _____
Marc Wurzel
President

APPROVED AS TO FORM:

APPROVED AS TO PROGRAM:

LLOYD W. PELLMAN
County Counsel

MARIA BADRAKHAN
Housing Management Division

By _____
Deputy

By _____
Director

END CONTRACT